

1 GARMAN TURNER GORDON LLP
2 GERALD M. GORDON
3 Nevada Bar No. 229
4 E-mail: ggordon@gtg.legal
5 WILLIAM M. NOALL
6 Nevada Bar No. 3549
7 E-mail: wnoall@gtg.legal
8 GABRIELLE A. HAMM
9 Nevada Bar No. 11588
10 E-mail: ghamm@gtg.legal
11 7251 Amigo St., Suite 210
12 Las Vegas, Nevada 89119
13 Tel: (725) 777-3000 / Fax: (725) 777-3112

14
15 *Attorneys for Tecumseh–Infinity Medical
16 Receivable Fund, LP*

17 MICHAEL D. NAPOLI, ESQ.
18 *Pro hac vice*
19 AKERMAN LLP
20 2001 Ross Avenue, Suite 3600
21 Dallas, Texas 75201
22 Tel: (214) 720-4360 / Fax: (214) 720-8116
23 ARIEL E. STERN, ESQ.
24 Nevada Bar No. 8276
25 AKERMAN LLP
26 1635 Village Center Circle, Suite 200
27 Las Vegas, Nevada 89134
28 Tel: (702) 634-5000 / Fax: (702) 380-8572
Email: ariel.stern@akerman.com

10 **IN THE UNITED STATES BANKRUPTCY COURT
11 FOR THE DISTRICT OF NEVADA**

12 In re:
13 **INFINITY CAPITAL MANAGEMENT, INC.,**
14 Debtor.

15 Case No.: 21-14486-abl
16 Chapter 7

17 Date: N/A
18 Time: N/A

19 **AMENDED¹ DECLARATION IN SUPPORT OF MOTION OF PARTY IN INTEREST**
20 **TECUMSEH – INFINITY MEDICAL RECEIVABLES FUND, LP TO (1)ABANDON**
21 **PROPERTY AND (2) LIFT THE AUTOMATIC STAY**

22 I, Chad Meyer, pursuant to 28 U.S.C. § 1746, declare as follows:

23 1. My name is Chad Meyer. I am over the age of twenty one years, of sound mind, and
24 fully competent to testify in this cause. I have personal knowledge of the facts stated herein, all of
25 which are true and correct.

26 2. I am a principal of Tecumseh – Infinity Medical Receivable Fund, LP, (“Tecumseh”),
27 a party interest, in the above referenced bankruptcy matter. In my role as a principal of Tecumseh, I
28 am responsible for Tecumseh’s investments in medical receivables including its sub-advisory
agreement with Infinity Capital Management Inc. (the “Debtor”).

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1 3. Tecumseh purchased certain medical receivables pursuant to a sub-advisory
 2 agreement (the “Sub-Advisor Agreement”) entered with the Debtor on June 18, 2020. A true and
 3 correct copy is attached hereto as Exhibit C.

4 4. As is standard practice within the industry, Debtor identified and negotiated the
 5 purchase of likely receivables for Tecumseh’s account. Thereafter, Tecumseh reviewed the
 6 receivables recommended by Debtor and approved them for purchase. Once approved, Tecumseh
 7 advanced funds to purchase the receivables taking ownership of the receivables. In most cases,
 8 Tecumseh paid the medical provider directly but, in other cases, it purchased the receivable from the
 9 Debtor. I will hereafter refer to the receivables purchased and owned by Tecumseh as the “Tecumseh
 10 Receivables.”

11 5. When it purchased the Tecumseh Receivables, Tecumseh received a lien from the
 12 plaintiff against any recovery the plaintiff may obtain. The Tecumseh Receivables were also
 13 documented by an assignment from the medical provider to Tecumseh.

14 6. Thereafter, Debtor tracked the personal injury claims underlying the Tecumseh
 15 Receivables, managed communications with plaintiff’s lawyers, coordinated payment, and
 16 negotiated any reductions in the amount to be paid.

17 7. Tecumseh owns the Tecumseh Receivables outright. Debtor merely services the
 18 Tecumseh Receivables on Tecumseh’s behalf and owns no interest in them.

19 8. As required by the Sub-Advisor Agreement, the Debtor maintained a log of the
 20 Tecumseh Receivables along with any collections on them. Debtor made these records available to
 21 Tecumseh on a regular basis. In addition, Tecumseh maintained its own records related to the
 22 Tecumseh Receivables. Following the filing of this case, a team under my supervision compared
 23 Tecumseh’s records to the logs provided by the Debtor. We were able to confirm that the Debtor
 24 accurately identified the open Tecumseh Receivables.

25 9. Tecumseh’s records (as confirmed by the Debtor’s records) indicate that Tecumseh
 26 owns a total of 8,670 receivables with a total face amount of approximately \$28 million which are
 27 identified in Exhibits A and B to my declaration. I have attached, as Exhibit A, a list of certain of the
 28 Tecumseh Receivables consisting of 8,185 receivables with a total face value of \$26,723,966.92.

1 The column labelled BillID shows a unique number assigned by the Debtor to each receivable. The
 2 column labelled BillGFB shows the face amount of each receivable. Tecumseh owns outright all of
 3 the receivables listed on Exhibit A.

4 10. I have attached, as Exhibit B, a list of additional Tecumseh Receivables consisting of
 5 485 receivables with a total face amount \$1,321,907.04. The column labelled BillID shows a unique
 6 number assigned by the Debtor to each receivable. The column labelled BillGFB shows the face
 7 amount of each receivable. Tecumseh owns outright all of the receivables listed on Exhibit B. The
 8 receivables on Exhibit B are related to certain receivables that Debtor purchased on its own account
 9 in that the Tecumseh Receivable and the other receivable (collectively, the “Overlap Receivables”)
 10 arise from the same plaintiff and the same injury or claim. Although Tecumseh owns the Tecumseh
 11 Receivables outright, the Debtor serviced its receivables and the Tecumseh Receivables jointly.

12 11. As discussed above, Tecumseh paid for most of the Tecumseh Receivables by paying
 13 the assigning medical provider directly. It purchased the remaining Tecumseh Receivables from the
 14 Debtor. Attached as Exhibits D-1 to D-11 are purchase orders reflecting the purchase of Tecumseh
 15 Receivables from the Debtor.

16 12. Since the filling of the instant matter, Debtor has ceased all business operations. As
 17 such, there has been no oversight, management, or administration of the Tecumseh Receivables. This
 18 means that there is no oversight of the personal injury claims underlying the Tecumseh Receivables
 19 or communication with the plaintiff's lawyers associated to these Receivables. Nor have there been
 20 any attempts to collect on the Tecumseh Receivables.

21 13. I am aware that Debtor's principals, Anne Pentalas and Oliver Hemmers are possess
 22 checks, received after Debtor filed for bankruptcy, relating to Tecumseh Receivables. Debtor also
 23 remain in personal possession of business records which are imperative for the continued
 24 administration of the Tecumseh Receivables.

25 14. For these reasons, each day the limitations and restrictions imposed by the
 26 bankruptcy system are in place Tecumseh Receivables are at risk of serious harm.

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15. Thus, I respectfully urge the Court to authorize the abandonment, release, transfer all Tecumseh Receivables, and allow for procurement of all Tecumseh Receivables by lifting the Automatic Stay.

I declare under penalty of perjury that the foregoing is true and correct.

Chantelle

Chad Meyer

4865-9848-7830, v. 1